

Agreement Between

The Town of Ipswich

&

**The Ipswich Police Association,
Massachusetts Coalition of Police Local 310, I.U.P.A., AFL-CIO**

*For the Period
July 1, 2019 - June 30, 2022*

Contents

Agreement.....	3
Preface	3
Article One: Recognition	4
Article Two: Union Dues & Initiation Fees.....	4
Article Three: Non-Discrimination.....	4
Article Four: Management's Rights	5
Article Five: Grievance & Arbitration Procedure.....	5
Article Six: Interruption Of Work	6
Article Seven: Hours & Overtime	7
Article Eight: Holidays	9
Article Nine: Vacations	9
Article Ten: Seniority	10
Article Eleven: Appointment & Promotion	11
Article Twelve: Personal Leave.....	11
Article Thirteen: Medical Leave.....	11
Article Fourteen: Bereavement Leave	12
Article Fifteen: Paid Details & Acting Officers	13
Article Sixteen: Clothing & Equipment Allowance	13
Article Seventeen: Salary Schedule.....	14
Article Eighteen: Special Qualification Allowance.....	15
Article Nineteen: Union Officials & Business	16
Article Twenty: Employee Files	17
Article Twenty-One: Health & Safety and Injury Leave.....	17
Article Twenty-Two: Indemnification.....	22
Article Twenty-Three: Performance Evaluations.....	22
Article Twenty-Four: Other Leaves.....	22
Article Twenty-Five: Substance Abuse	23
Article Twenty-Six: Savings Clause.....	24
Article Twenty-Seven: Total Agreement.....	25
Article Twenty-Eight: Stability of Agreement	25
Article Twenty-Nine: Operation & Duration.....	25
Signature Page	26
APPENDIX A: Salaries	27
INDEX.....	31

Agreement BETWEEN

TOWN OF IPSWICH

AND

**IPSWICH POLICE ASSOCIATION, MASSACHUSETTS COALITION OF
POLICE LOCAL 310, I.U.P.A., AFL-CIO**

Preface: Purpose of Agreement

THIS AGREEMENT entered into by the TOWN OF IPSWICH, hereinafter referred to as the Town, and the IPSWICH POLICE ASSOCIATION, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Town and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Article One: Recognition

1.1. The Town recognizes the Association as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all full-time permanent police officers employed by the Town of Ipswich, excluding the Chief of the Department and the Lieutenant, all civilian personnel and all other employees of the Town.

1.2. The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition contained in this Agreement.

Article Two: Union Dues & Initiation Fees

2.1. The Town agrees that upon compliance by the Association with the necessary statutory requirements, it will deduct Union dues from the pay of each employee for whom the Town Accountant has received an appropriate check off authorization executed by the employee, and will remit the aggregate amount of such deductions to the Treasurer of the Association, or to such other officer as may be designated in writing by the Association. An initiation fee will be deducted and similarly remitted by the Town if authorized, in writing, by the employee.

2.2. Each employee who desires membership in the Union shall pay a service fee to the Association, equal to the amount required to become a member and remain a member in good standing with the Association, on or after the thirtieth (30th) day after the start of employment or on or after the thirtieth (30th) day after the effective date of this Agreement, whichever is later.

2.3. In the event an employee covered by this agreement chooses not to become a member of the union, the employee may choose to pay an agency fee, on a voluntary basis, to cover the costs of bargaining and representation by the union on matters pertaining to the collective bargaining agreement.

2.4. In the event an employee chooses to pay a voluntary agency fee, the employee shall complete an "Agency Fee Card" supplied by the union, authorizing the collection of the agency fee through payroll deduction, and a copy of that card will be supplied to the employer to authorize the payroll deduction. Voluntary agency fees authorized under this provision shall be collected, and remitted to the union, in the same manner as prescribed for dues.

2.5. The Union will indemnify, defend and hold harmless the Town against any and all claims, actions or lawsuits, of any kind or description, made or instituted against the Town or its agents, employees or supervisors, resulting from this Article II. Specifically, the Union will have no right of action, by way of contribution, counterclaim or other basis, against the Town. Should any administrative agency or court of competent jurisdiction find the Town liable for any damages as a result of this Article II, the Union will pay any and all of those damages, including interest and charges.

Article Three: Non-Discrimination

3.1. The Town and the Association shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, sexual preference, age, handicap or membership or non-membership in the Association.

3.2. The Town and the Association agree that all provisions of this Agreement shall conform to the Americans with Disabilities Act. Pursuant to EEOC regulation, Section 1630.2(n) (3), "the terms of the collective bargaining agreement" shall be relevant to determining the essential functions of a job position. In addition, pursuant to EEOC regulation, Section 1630.15(d), the terms of the collective bargaining agreement may be relevant to determining whether a reasonable accommodation would pose an undue hardship on the operation of the Town. The parties further agree to address the issues raised by the Americans with Disabilities Act on an as-needed basis and as the EEOC and/or the MCAD issue appropriate regulations regarding handicap discrimination.

Article Four: Management's Rights

Except as otherwise expressly and specifically provided in this Agreement, the Association recognizes and agrees that the supervision, management and control of the Town's business, operations, working force and facilities are exclusively vested with the management of the Town.

Without limiting the generality of the foregoing, the Association recognizes and agrees that the right to plan, direct and control the Town's business, operations and working force; to hire, promote, transfer and lay off employees and, lawfully, and for just and proper cause, to demote, discipline, suspend or discharge employees and the right to determine the hours, schedules and assignments of work, the work tasks and standards of performance for employees is vested exclusively in the Town.

Article Five: Grievance & Arbitration Procedure

5.1. Any grievance or dispute which may arise between the parties, with respect to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The steward or representative of the Association, with or without the aggrieved employee, shall take up the grievance in a meeting with the Chief of the Department within fourteen (14) calendar days after the employee knew or had reason to know of the factual basis for the grievance. The Chief of the Department shall respond in writing to the representative of the Association within three (3) management working days.

Step 2. If the grievance still remains unadjusted, it shall be presented to the Town Manager within seven (7) calendar days after the response of the Police Chief is due. The grievance committee shall meet with the Town Manager to discuss the grievance. The Town Manager shall respond in writing within seven (7) management working days from the meeting.

Step 3. If the grievance is still unsettled, either party may, within twenty-one (21) calendar days after the reply of the Town Manager is due, by written notice to the other, request arbitration. If the parties fail to mutually select an arbitrator within fourteen (14) calendar days after such notice is given, the American Arbitration Association shall be requested by either or

both parties to provide a panel of arbitrators from which selection of a single arbitrator shall be made in accordance with the voluntary labor arbitration rules of the A.A.A.

5.2. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall make every reasonable effort to issue his/her decision in writing within thirty (30) calendar days after the conclusion of testimony, argument and briefs, if any.

5.3. The expenses for the arbitrator's service and the proceedings shall be borne equally by the Town and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.

5.4. The arbitrator shall not have any authority or power to award or determine any change in, modification or alteration of, addition to, or subtraction from, any of the provisions of this Agreement.

5.5. The time limits for initially presenting a grievance and requesting arbitration are mandatory; any waiver or extension thereof shall not be binding unless such waiver or extension is in writing, signed by an authorized representative of the party who is granting such waiver or extension and is to be bound thereby. Other time limits may be extended by agreement of parties at each step. The Employer will make every reasonable effort to answer and attempt to resolve grievances at each step in the grievance and arbitration procedure. In computing management working day time limits, Saturdays, Sundays and holidays shall not be counted.

5.6. Any matter which is subject to the jurisdiction of the Civil Service Commission, or any Retirement Board established by law, except as otherwise provided in this Agreement, shall not be the subject of arbitration hereunder, except as otherwise provided in General Laws, Chapter 150E, section 8, in which event arbitration, if so elected by an employee, shall be the exclusive procedure for resolving any grievance involving suspension, dismissal, removal or termination, notwithstanding any contrary provisions of General Laws, Chapter 31, sections 43 and 46G (as amended by Chapter 393 of the Acts of 1978), and Chapter 32, section 16. In such matters, an employee shall make his/her election after whatever steps pursuant to Civil Service or Retirement Board law the employee obtains the right to appeal the Town's decision to the Civil Service Commission, or to a Retirement Board. If an employee elects arbitration, any action previously taken by the Town pursuant to Chapter 31 or Chapter 32 will be considered the equivalent of a Step 3 determination; and his/her election in writing will constitute the grievance hereunder.

5.7. During their one-year probationary period, employees shall have no right to grieve a disciplinary action or a dismissal.

Article Six: Interruption of Work

6.1. During the term of this Agreement there shall be neither strikes, slowdowns, refusals to work, picketing, nor any other interference with Town services or Town administration on the part of the Association.

6.2. The Town may discipline or discharge any employee who is found to be guilty of violating this provision at a hearing conducted for this purpose.

6.3. The Town shall conduct no lockouts of employees.

Article Seven: Hours & Overtime

7.1. Employees shall be scheduled to work regular tours of duty and each tour of duty shall have a regular starting time and a regular quitting time.

7.2. Tours of duty shall be fixed for the duration of the contract and shall be chosen in the following manner:

Each September 1st, the Chief of the Department shall post on the station board a tour of duty list, which shall remain posted until October 15. Shift selections shall be made by seniority by rank. Beginning September 1st, the senior employee by rank shall have two (2) days to select his/her preferred shift; thereafter, every two days the on-duty officer shall notify the next senior employee by rank, until all employees have selected their desired shift assignment. An employee bidding to change his/her shift may bid to change the actual hours worked but shall not be permitted to bid a change of shift within the same time frame. If an employee does not select his/her shift within the time allowed, they shall be passed by the next succeeding employee by rank on the seniority list, following which he/she shall reenter the list for shift selection. The Chief retains the right to reasonably reassign personnel for the good of the Department and for the protection of the citizens of the Town.

7.3. The work schedule of the department shall be the "Four and Two" schedule, i.e., eight (8) hour work days scheduled in six (6) day cycles of four (4) days of work and two (2) days off.

Effective the execution of this contract, Employees assigned by the Chief of the Department to the specialties of Detective and School Resource Officer shall work a Monday-Friday administrative schedule of thirty-seven and a half (37.5) hours per week. The employee assigned as School Resource Officer shall work a "Four and Two" schedule when school is not in session.

7.4. Overtime work shall be paid at the rate of one and one-half times the employee's straight time hourly rate. July 1, 2012, straight time pay will be calculated by individual employee position on the pay chart in appendix A. Payment for overtime shall be included in the regular bi-weekly pay check for the week in which the overtime was worked. An employee will receive overtime pay only once for overtime hours actually worked. For example, an employee who received overtime pay for work beyond his/her eight (8) hour work day on a particular day will not receive overtime pay again solely because his/her hours of work exceed the normal work hours in a work week.

7.5. Overtime shall be administered on the same basis as prior to the effective date of this agreement.

7.6. It will be the policy of the Police Department under the following conditions to allow employees to swap tours of duty at no additional cost to the Town provided:

- a) If the officer working the swap calls in sick, the officer initiating the swap should either work his/her shift or be docked a day's pay;
- b) Notice is given to the Chief or Officer in Charge in advance of the swap consistent with past practice; and
- c) A shift swap may be denied by the Chief or Officer in Charge if granting the request would result in a shift being staffed without a sergeant or officer with at least four years full-time uniformed service on a police force.

7.7. Employee may be required to respond and work overtime in emergencies or as the needs of the Department require.

7.8. Effective July 1, 2019, there shall be a \$2.00 per hour shift differential for hours actually worked on the evening shift. (1600 - 2400), and \$2.25 per hour' shift differential for hours actually worked on the night shift (0000 – 0800).

7.9. Employees "called back" to work over two (2) hours before the start of their shift, outside their regular work hours, shall be guaranteed a minimum of four (4) hours' pay at the overtime rate. Employees "called back" to work two (2) hours or less prior to the start of their scheduled shift shall receive overtime pay for actual hours worked.

7.10. Employees required in their line of duty to attend civil and criminal court sessions in any state, federal or municipal court, outside their regular work hours, shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

7.11. Whenever feasible, at the direction of the Chief, training in mandatory subjects shall be scheduled for personnel during their duty shifts. Re-certification training for emergency medical technicians (EMT) may be conducted during duty shifts at the discretion of the Chief unless such training will interfere with Department operations or require payment of overtime premiums. An employee assigned to the firing range on overtime shall be guaranteed a minimum of three (3) hours pay.

In the event mandatory training (not including EMT training) cannot be scheduled in service, the employee shall be paid at the overtime rate for said hours actually worked in training. All such training shall be approved in advance and scheduled by the Chief.

There shall be no minimum guarantee of hours for attendance at training.

7.12. Upon request, and with the approval of the Chief, an employee will be granted compensatory time and one-half in lieu of an overtime payment for overtime hours actually worked. An employee's compensatory time may not accumulate in excess of 240 hours (160 hours of earned overtime). Time off will be scheduled at the discretion of the Chief. For compensatory time not taken by June 1 of each year, the employee will receive the overtime pay to which he/she is entitled. The use of compensatory time earned under Article VIII section 2 (Holiday Owed Time) of this Agreement shall not be granted if said use creates overtime. Time off requests for "holiday owed time" shall be made between 96hrs (4 days) and 24hrs (1 day) of the requested date of leave to facilitate scheduling. Employees have until June 30, 2020 to use any compensatory time over 240 hours. After July 1, 2020 employees can only carry over 240 hours of compensatory time.

7.13. An employee who is in the course of undertaking mandatory training at any of the State Police or Criminal Justice training council academies as a condition of employment, shall, for the duration of that training, receive his/her basic weekly pay, but shall not be entitled to any overtime premium payments regardless of whether he/she shall actually work in excess of a normal work week during any of the weeks of such training, whether in residence at said academy or not. Each such employee shall receive the number of four and two "days off" he/she would have received had he/she been assigned to the four and two work schedule for the duration of the Academy less any holidays he/she had received while at said Academy.

7.14. Pursuant to the provisions of the Federal Fair Labor Standards Act (FLSA), the work cycle shall consist of twenty-eight (28) consecutive days. Hours worked on Town outside details shall be included in hours worked for FLSA purposes; hours worked on third party outside details shall be excluded from computation of hours worked and compensation to be paid pursuant to the FLSA overtime pay formula.

Article Eight: Holidays

8.1. The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

The holidays aforementioned, as applicable, shall be designated by the Town Manager in accordance with the provisions of Chapter 4, section 7, of the General Laws of the Commonwealth of Massachusetts, as amended.

8.2. Employees shall receive eight (8) hours' straight time pay (in addition to wages for hours actually worked) for six (6) holidays: Columbus Day, Veteran's Day, Martin Luther King Day, President's Day, Patriot's Day and the Employee's Birthday whether or not they are scheduled to work on such days.

An employee regularly scheduled to work on Thanksgiving Day, Christmas, New Year's Day, Memorial Day, Independence Day or Labor Day shall receive time and one half of the employee's regular rate an employee not scheduled to work shall receive eight hours of regular pay. Note: Any employees carrying "holiday owed time" balances have until June 30, 2020 to use the time or they will lose it.

8.3. If a holiday falls within an employee's vacation period which consists of four (4) or more work days in the seven (7) day week, the holiday will not be counted as a vacation day.

Article Nine: Vacations

9.1. There shall be paid vacations according to the schedule listed below in this section.

For the purposes of this Article, service shall be calculated from the employee's date of hire to a permanent position provided, however, that after the completion of the first year of service, service shall be calculated from the first day of the month of the employee's date of hire to a full-time position.

Vacation Leave Credits:

Years of Full-Time Service	Number of Vacation Hours
Completion of 1 year	80 hours
Completion of five (5) years	180 hours
Completion of ten (10) years	240 hours
Completion of fifteen (15) years	260 hours

Completion of twenty (20) years	280 hours
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The parties agree that any disability retiree who returns to service pursuant to c. 32, s. 8 shall not receive service credit for those years he/she were out on disability retirement for purposes of calculating the contractual vacation benefit. Such an employee shall receive whatever service credit he/she had before going out on a disability retirement.

9.2. Vacations shall be selected on the basis of seniority before January 1 of each year. Each employee shall have five (5) days in which to select the first 80 hours of vacation. When each employee has selected 80 hours, employees shall repeat the process to select their remaining vacation time up to 120 hours. Upon completion of the second round of employee vacation selection, employees shall have the option of taking the rest of their vacation hours or save them and use them throughout the year in blocks of four or eight hours. Two members of the same employee group may be on vacation at the same time provided there are three duty officers on patrol on the day and midnight shift and on the evening shift, four duty officers on patrol. Otherwise there shall be not more than one employee per shift on vacation at the same time. There shall not be more than one (1) sergeant on vacation per week.

9.3. Vacation leave shall not be allowed to accumulate from year to year, except with written approval of the Town Manager. In no case shall more than eighty (80) hours be carried forward. Employee may be required to provide written justification for carry over.

9.4. Upon termination of employment the employee shall receive payment (pro-rated) of vacation leave earned.

9.5. If termination is caused by death, vacation leave payment shall be made to the designated beneficiary of the employee or his/her estate.

9.6. Vacations shall not be taken in units of less than four hours.

Article Ten: Seniority

10.1. The Chief of Police shall establish a seniority list and it shall be brought up to date on January 1 of each year, and immediately posted thereafter on the station board, for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported to the Chief of Police within ten (10) days or it shall stand approved.

The parties agree that any disability retiree who returns to service pursuant to c. 32, s. 8 shall not receive service credit for those years he/she were out on disability retirement for purposes of calculating contractual seniority. Such an employee shall receive whatever service credit he/she had before going out on a disability retirement.

10.2. In the event the Town decides to reduce the number of employees, the reduction shall be made in accordance with seniority in the classification with junior employees being laid off before senior employees.

10.3. Recall in each classification shall be in the reverse order of layoff in accordance with the provisions of Massachusetts General Laws, Chapter 31, Section 39, as amended.

Article Eleven: Appointment & Promotion

11.1. The Town agrees to appoint and promote in accordance with Civil Service law and rules. Promotion shall be made from the ranks provided in the judgment of the Town there are qualified employees. If a person is disqualified, the reasons for such disqualification shall be made known to the person disqualified. Effective July 1, 2011, upon promotion employees will immediately receive proper training for their new position.

11.2. Employees shall be permitted to live within a fifteen (15) mile radius of Ipswich, in accordance with M.G.L., Chapter 41, Section 99A, as amended.

Article Twelve: Personal Leave

12.1. Effective July 1, 2011, an employee shall be granted time off from which he/she will be paid at his/her normal rate to conduct personal business. To be eligible for personal leave, a person shall have completed one (1) year of continuous full-time service. Such personal leave shall not exceed four (4) days in the time period from an employee's anniversary date of hire to full-time service to the next succeeding anniversary date of said hire.

12.2. Personal days may not be carried forward but must be used before the anniversary date of the year in which they are earned.

12.3. The granting of personal leave shall be at the discretion of the Police Chief. The reason(s) for personal leave request shall be clearly stated in writing. Except in the case of an emergency, a request for personal leave requires 48 hours' advance notice to the Police Chief.

Article Thirteen: Medical Leave

13.1. The Town will grant sick leave to any employee who absents himself/herself from the job for the following reasons:

- a. Medical appointments in blocks of four (4) or eight (8) hours respective to the amount of time needed to travel to and from the appointment itself and for the duration of the appointment;
- b. Illness or physical incapacity, exclusive of disabilities covered by Injury Leave;
- c. Enforced quarantine of the employee in accordance with community health regulations
- d. Medical leave shall not be available where the incapacity is a result of drug or alcohol abuse, deliberately self-inflicted wounds, or is a disability for which another Employer is liable under State Workers' Compensation Law, except as provided for in (e);
- e. To attend a bona fide alcoholic or drug rehabilitation program;
- f. To attend to the medical needs of a spouse, dependent or member of the household.

13.2. To be eligible for medical leave, the employee must properly notify the officer in charge of the station that he/she will not report for work before the commencement of his/her tour of duty and provide the reason for the absence. All notice should be given as soon as possible to allow time to make necessary adjustments.

13.3. Effective July 1, 1991, approved medical leave shall be earned at the rate of ten (10) hours per month of employment. Medical leave may accumulate to a maximum of one thousand four hundred and sixteen (1416) hours.

13.4.

13.4.1. Medical leave is not an entitlement but is to be used in conformance with agreed upon guidelines. The Town and the Union agree that the abuse of medical leave may result in disciplinary action.

13.4.2. The Chief of the Department or the Town Manager may, at either's discretion, require documentation of reported sickness which included use of medical leave of thirty-two or more hours.

13.4.3. In the event an employee uses in excess of eighty (80) hours' medical leave in any twelve-month period, the Chief of the Department or the Town Manager may, at either's discretion, require documentation of reported sickness which included use of medical leave of less than thirty-two hours. The Association and the Town agree that, upon the express wish of either party, the provisions of this subsection shall be the subject of re-negotiation at the conclusion of current Agreement having a term of July 1, 2009 - June 30, 2011; absent such express wish from either party, this provision shall remain in effect.

13.5. Sick Leave Swaps: Effective July 1, 2016, an employee may loan another employee medical leave, provided the request is completed on the Medical Leave Swap form (appendix B) and approved by the Chief of the Department and the Town Manager. Further, the employee providing the medical time to be used must have a balance of at least one-hundred and twenty (120) hours on the books after the swap. The employee who receives the medical leave must pay back the time within one year of the date of returning to work once medically cleared by the Town's doctor.

13.6. On resignation, retirement or death, within the purview of Chapter 32 of the General Laws of the Commonwealth of Massachusetts, with 15 years or more of service in Ipswich, an employee will be paid fifty dollars (\$50) for each attendance bonus day he/she has to his/her credit, up to a maximum of 100 days. The number of attendance bonus days shall be the result of accumulated and unused medical days minus the number of days paid for under Section 111F (injured-on-duty leave). Payment shall be made after a reasonable time for purpose of appropriation.

Article Fourteen: Bereavement Leave

14.1. In the event of death of an employee's mother, father, spouse or child, he shall be granted leave with pay in the amount of eight (8) working days appropriately timed relative to the funeral, and such leave shall not be charged to sick leave or vacation leave.

14.2. In the event of death of an employee's grandparent, brother, sister, father-in-law or mother-in-law, or a relative living in the employee's household, he shall be granted leave with pay in the amount of three (3) working days appropriately timed relative to the funeral, and such leave shall not be charged to sick leave or vacation leave. One (1) day with pay shall be granted to an employee to attend the funeral of a brother-in-law or sister-in-law.

14.3. If, under extraordinary circumstances, an employee requests additional funeral leave, the Town Manager may, in his discretion, if the employee's personal days have been exhausted, grant additional days of funeral leave.

14.4. In the event that a death does not qualify for Bereavement Leave pursuant to Sections 1 and 2 above, the Town Manager may, at his/her discretion, grant an employee leave with pay in an amount not to exceed five (5) working days appropriately timed relative to the funeral, and such leave shall not be charged to sick or vacation leave.

Article Fifteen: Paid Details & Acting Officers

15.1. The Town of Ipswich and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service to ensure public safety. Therefore, notwithstanding any regulations to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at any public function in the Town. The Chief shall have the further discretion to determine the number of officers assigned to any such instance to maintain public safety.

15.2. There shall be equitable distribution of paid details to be insured by a detail officer. A paid detail will first be offered to employees not working that day, then to employees working that day, and then to special officers.

15.3. Effective July 1, 2011, the paid detail rates shall be as follows: the rates for third party and Town of Ipswich paid details shall be the overtime rate of a police sergeant at step E (Appendix A) as of the most current wage; with a minimum of four (4) hours pay; the rates for third party and Town of Ipswich paid details performed on holidays (as defined in Article VIII of this Agreement) shall be double the hourly rate of a police Sergeant at Step E (Appendix A) as of the most current wage, with a minimum of four (4) hours pay. An employee who works a detail that exceeds four (4) hours shall be paid for eight (8) hours; an employee who works a detail that exceeds eight (8) hours shall be paid double the hourly rate of a police Sergeant at Step E (Appendix A) as of the most current wage for time worked in excess of eight (8) hours. If a requesting party cancels a detail within one (1) hour prior to or after of the starting time, said party shall be responsible for the entire four (4) hour minimum.

15.4. With the exception of paid details worked at locations outside of the Town of Ipswich, payment for performance of outside details shall be included in the employee's next paycheck. Billing for outside details shall be performed by the Ipswich Police Department consistent with past policies and procedures. The Association and the Town will work together to assure payment and collection of detail fees, particularly from vendors which may not have developed a payment history with the Town, including, as appropriate, assurance of possession of a deposit check prior to commencement of a detail.

15.5. Strike Duty: Effective July 1, 2016, or the signing of this contract, whichever is the later date, the hourly rate for "strike duty" shall be computed at double the regular hourly detail rate per hours. "Strike duty" shall be defined as any type of public or private job action with official notice to the Chief of Police which requires a police presence to preserve public safety as prescribed by the Chief or his designee.

Article Sixteen: Clothing & Equipment Allowance

16.1. The past practice of the Town with respect to furnishing articles of equipment shall be maintained for the duration of this Agreement.

16.2. Effective, July 1, 2016, the annual clothing allowance for all officers annually shall be fifteen hundred dollars (\$1,500).

Any equipment or clothing damaged while the employee is acting in the line of duty shall be replaced at the Town's expense and not charged against the employee's clothing allowance, subject to the discretion of the Chief. The employee shall cooperate in any legal proceeding to recover the cost of the lost or damaged item(s).

16.3.

16.3.1. The aforementioned clothing allowance shall be made in the form of a purchase authorization, for use by the employee, at a store or stores on a list approved by the Town, for the purchase of uniforms, protective clothing, or other protective equipment required as a condition of employment. Bills shall be sent to the Town and shall be subject to approval by the Police Chief.

16.3.2. Employees will confirm their remaining clothing & equipment allowance balance by April 1 of each fiscal year and make all final purchases by May 1 of each fiscal year.

16.3.3. There shall be no cash payouts for unused balances at the end of the fiscal year.

16.4. The Town will notify all members of the Department by means of a posted notice in the quarters of the Police Department of any uniform changes prior to the start of the fiscal year in which the change will take place.

Article Seventeen: Salary Schedule

17.1. The salary schedule under this Agreement shall be that set forth in the Appendix A to this Agreement.

17.2. Effective July 1, 2012, employees shall be paid in accordance to the salary chart located in Appendix A. This chart outlines for all Patrol Officers nine (9) pay scale steps. Years 0-1 the employee will be paid at Pay Step A, after the completion of year one (1) the employee will be increased to pay step B. After the completion of year two (2) the employee will be increase to pay step C. After the completion of year three (3) the employee will be increase to pay step D. After the completion of five (5) years the employee will be increased to step E. After the completion of 10 years the employee will be increased to step F. After the completion of 15 years the employee will be increased to step G. After the completion of 20 years the employee will be increased to step H. After the completion of 30 years the employee will be increased to pay step I.

17.3. Sergeants will be compensated by the chart located in Appendix A and this chart outlines five pay steps for sergeants. In years 0-1 of being a sergeant the employee will be paid at sergeant step E. After completion of the first year as sergeant the employee will be paid at sergeant step F. After the completion of 5 years of having the rank of sergeant the employee will be paid at sergeant step G. After the completion of 10 years of having the rank of sergeant the employee will be paid a sergeant step H. After the completion of 15 years of having the rank of sergeant the employee will be paid at sergeant step I.

17.4. For Patrolman as well as sergeants these rates will be based on the specific columns within the chart. Employees will be paid according to column one titled "Patrolman" or "Sergeant" if they do not possess a degree from an accredited college or university in a degree of criminal justice or criminology or if they were hired after July 1, 2009. Employees who possess an associate degree from an accredited college or university in a degree of criminal justice or criminology will be paid based on the column titled "Patrolman Associates 10%" or "Sergeants Associates 10%". Employees who possess a bachelor degree from an

accredited college or university in a degree of criminal justice or criminology will be paid based on the column titled "Patrolman Bachelors 20%" or "Sergeants Bachelors 20%." Employees who possess a Master's degree from an accredited college or university in a degree of criminal justice or criminology or a Juris Doctorate will be paid based on the column titled "Patrolman Masters 25%" or "Sergeants Masters 25%."

17.5. Effective July 1, 2014, for Patrolmen and Sergeants hired after July 1, 2009 who possesses an associate's degree from an accredited college or university in a degree of criminal justice or criminology will be paid based on the column titled "Patrol Associates 10%" or "Sergeants Associates 10%". Employees who possess a bachelor degree from an accredited college or university in a degree of criminal justice or criminology will be paid based on the column titled "Patrol Bachelors 20%" or "Sergeants Bachelors 20%".

17.5.1. Employees must provide written intent to enroll in a program.

17.5.2. Employees must provide written notice on or before December 1 of graduation the following year.

17.5.3. Employees must provide either a copy of their diploma or an official letter from the registrar's office confirming the conferred degree in the approved area of study.

17.5.4. Salary adjustments will be made in the next available pay cycle after documentation as outlined in section 17.5.3. has been received by the Human Resources office. If the official letter states the degree will not be conferred until a future date, the salary adjustment will not be made until additional confirmation of conferred degree is provided.

17.6. The parties agree that any disability retiree who returns to service pursuant to c. 32, s. 8, shall not receive credit for those years he/she was out on disability retirement for purposes of calculating longevity benefits. Such an employee shall receive whatever service credit he/she had before going out on a disability retirement. Returning disability retirees shall be placed on Step 1 during any retraining, but upon completion of training (or if there is no training) they shall be placed on the step they were on prior to retirement.

17.7. Bi-Weekly Pay: The Town shall have the right to implement bi-weekly payment of wages. The Town shall prior to paying employees on a bi-weekly basis, provide each employee with a written notice of such change at least ninety (90) days in advance of the first such bi-weekly paycheck.

17.8. Direct Deposit: The Town shall have the right to require all employees to receive their regular wages and all other payment through direct deposit. The Town shall prior to paying employees on a bi-weekly basis, provide each employee with a written notice of such change at least ninety (90) days in advance of the first such bi-weekly paycheck.

Article Eighteen: Special Qualification Allowance

18.1. Additional compensation as set forth in section 2 will be granted to employees based upon specific skills developed beyond the basic and normal qualifications of the employee that would be of importance to the overall function of the departmental objectives.

18.2. In the interest of keeping a reasonable balance of trained personnel and to foster the continuing educational endeavors of the officers of the Ipswich police Department the Town herewith agrees to the following pay incentives for the term of the contract:

- a. Fire Arms Instructor: \$1,000.00 per year for the one (1) officer performing the duties of Fire Arms Instructor.
- b. Investigators: \$2,500.00 per year for two (2) full-time investigators.
- c. Assistant Harbor Master: \$1,200 per year for a full-time summer Assistant Harbor Master.
- d. Drug Use Prevention Coordinator: \$800.00 per year for one (1) officer who possesses the requisite training and is assigned this position.
- e. Emergency Medical Technicians: Each employee certified as an Emergency Medical Technician shall receive \$1,050.00 per year payable in January, except that in an employee's recertification year the stipend shall be paid within two (2) weeks of the Town's receipt of his/her re-certification document.
- f. School Resource Officer: \$1,200 per year for one (1) officer performing the duties of School Resource Officer.
- g. Field Training Officer: \$100.00 per field training shift, per officer performing the duties of Field Training Officer.

18.2.1. With the exception of the FTO incentive, Officers may only receive one stipend; no stacking of stipends shall be permitted.

18.2.2. All re-certifications will be done at the employee's own expense and on his/her own time, except as set forth in Article 7.11.

18.2.3. Payment for incentive allowances shall be included in the regular pay check.

18.3. Effective July 1, 2008, a patrolman who may be assigned to perform sergeant's duties or be in charge of a shift (other than the circumstances hereinabove) will receive sergeant's pay at the first step.

18.4. Sergeants who are assigned in writing to be the Executive Officer/Lieutenant shall receive Lieutenant's pay while so assigned.

18.5. Physical Fitness Incentive: Effective June 30, 2011, any officer who completes a physical fitness test on an annual basis will receive 8 hours of comp time plus a stipend of \$500. The test will consist of a bench press, pushups, sit ups, and a mile run. The values for passing will be based on the National Cooper Standards based on age and gender. This test will be supervised by a Municipal Police Training Council physical fitness instructor.

Article Nineteen: Union Officials & Business

19.1. A written list of Association officers and other representatives shall be furnished to the Town immediately after their designation and the Association shall notify the Town of any changes.

19.2. The above designated officers of the Association shall be granted reasonable time off during working hours, at periods and times which would not interfere with the emergency operations of the Department and with notice to the Chief or the employee in charge of the shift, to investigate and settle grievances, post union notices or for other authorized activities as set forth in this Agreement, in accordance with present practice.

19.3. A four (4) man delegation may attend the Mass Cop Convention, on duty status, for two (2) days. There shall be an additional three man-days allotted for attendance at union activities.

Article Twenty: Employee Files

20.1. No material originating from the employer relating to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

20.2. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

20.3. Any employee shall have the right, on request at reasonable times, in the discretion of the Town Manager, to examine all material in his/her personnel file. A copy of such material shall be furnished to the employee at his/her request.

20.4. An employee may have information removed from his/her file by use of the grievance procedure provisions provided the grievance is filed within ten (10) calendar days of the introduction of material pursuant to Section 1 on the grounds that information in his/her file is improper, incorrect or irrelevant to the employment relationship.

Article Twenty-One: Health & Safety and Injury Leave

21.1. The Town will maintain in effect for the duration of this Agreement an indemnity health insurance plan with premiums equally divided between the Town and the employees; provided sufficient subscribership is sustained to enable said plan to be offered; additional insurance may be elected by the employee at his/her own expense. In addition, the Town shall provide through the Massachusetts Inter-local Insurance Association the HMO Blue Options plan and PPO Blue Options plan, Effective June 30, 2009, the contribution rate of any new HMO plan shall be 65% by the Town and 35% by the employee.

The Town will establish an IRS Section 105 sanctioned Health Reimbursement Account to reimburse HMO Blue and PPO Blue subscribers for co-pays for inpatient hospital services only.

In the event it becomes impossible or impractical to maintain either or both of these HMO plans, the Town, after consultation with the Association, will select an alternative HMO plan(s) that is (are) available and is (are) reasonably equivalent in benefits and cost to the discontinued plans).

Any dispute concerning eligibility for a payment of benefits under any group health insurance plan maintained by the Town shall be settled in accordance with the terms thereof with the carrier and shall not be subject to arbitration hereunder.

21.2. Chapter 41, section 100 shall be incorporated by reference into this Agreement.

21.3. Injury Leave and Light Duty

- a) When a member of the bargaining unit is incapacitated from duty because of injury or illness sustained in the performance of duty (including details) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with Massachusetts General Laws Chapter 41,

section 111F and will be indemnified for reasonable and customary expenses in accordance with Massachusetts General Laws Chapter 41, section 100, subject to the following provisions herein below:

- i. An employee who suffers an alleged work-related illness or injury shall notify his/her supervisor of the illness or injury within twenty-four (24) hours of when said job-related illness or injury occurs.
- ii. Whether or not medical attention is then sought, the employee shall submit a complete written report, with respect to the circumstances of the illness or injury, to his/her supervisor and to the Police Chief.
- iii. The employee's supervisor shall provide the Police Chief with a detailed report of the circumstances which, in his/her opinion, gave rise to the illness or injury. The Police Chief (and/or the Town Manager) may require additional reports if necessary.
- iv. The Police Chief, after consultation with the employee's supervisor and the attending doctor, shall recommend to the Town Manager whether or not the employee shall be placed on injury leave status.
- v. If the Town Manager does not determine from the reports that injury leave is justified, he/she may require the submission of a medical statement from the employee's physician on the question of causation. If after having received said statement, the Town Manager does not grant injury leave, the Town Manager may require the employee to submit to a physical or psychological examination, at the Town's expense.
- vi. If the employee's doctor and the Town's doctor disagree as to causation, they shall thereupon jointly designate a physician agreeable to both who, at the Town's expense, shall examine the employee and render a written medical opinion on the question of causation, copies of which shall be transmitted by him to the Town's doctor, the employee's doctor, the employee, and the Town Manager. In the event of their inability to agree on a third physician, a physician shall be jointly selected by them from a list or panel of physicians suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts, in cooperation with the parties hereto, in which event such physician, at the Town's expense, shall so examine the employee and render his/her opinion on the question of causation, copies of which shall be transmitted by him to the Town's doctor, the employee's doctor, the employee, and the Town Manager. The opinion of the third physician shall be final and binding on the parties.
- vii. Pending the decision of the Town Manager or, in the event of a dispute with respect to the issue of causation, pending receipt of the opinion of the third physician, the employee shall be placed on paid administrative leave. Once a determination with respect to the issue of causation has been made (either by the Town Manager to justify injury leave, or by the doctor(s) to substantiate injury leave or sick leave), the employee shall be placed in the appropriate leave status retroactive to the date of injury.
- viii. The employee shall be required to provide medical information release forms from all relevant medical providers regarding the specific work-related illness or injury.
- ix. The Town or its designated occupational health consultant shall review all requests for indemnification of medical expenses and shall make payment for reasonable and customary charges.
- x. An employee who has been determined by the Town to be eligible for injury-on-duty benefits (hereinafter "IOD") shall have such benefits terminated if any of the following events occurs:

- (1) The employee returns to full duty or limited duty (except that the Town will continue to apply for reasonable and customary medical expenses after the employee has returned to work.)
- (2) The employee retires or is pensioned in accordance with Massachusetts General Laws.
- (3) The employee fails to comply with all obligations set forth herein.
- (4) The employee resigns from the department.
- (5) The employee is terminated for cause, unrelated to his/her injured-on-duty status and in accordance with applicable law.
- (6) The employee has been determined "fit" pursuant to subsections b. And c. Of this section. Failure by the employee, without sufficient reason, to appear at a medical examination called pursuant to this section may result in suspension of IOD benefits until the medical examination is rescheduled and held, and may also result in disciplinary action.
- (7) The applicable general laws, as amended, provide for any other reason for termination of IOD benefits.
- (8) The employee fails to appear, without good cause, for a medical examination to determine the status of his/her injury leave.
- (9) An employee who has been approved for IOD status shall not engage in any gainful employment except as permitted, in advance, by the Police Chief. An employee who engages in gainful employment without the express permission of the Chief shall forfeit his/her IOD benefits, provided such permission is not unreasonably denied.
- (10) When so ordered, an employee who has been approved for IOD benefits shall report for physical/psychological examinations, including Independent Medical Examinations (IME's), at reasonable intervals to determine whether the treatment being received is appropriate and/or whether the employee is still incapacitated.
- (11) An employee who has been approved for IOD status shall comply with all requests for information and/or other medical case management requirements related to the illness or injury, as may be presented by the Town or its designated occupational health consultant.
- (12) The provisions contained in this section shall apply to all new cases, cases on-going as of the date of execution of this Agreement, and to recurrences of cases which initially arose prior to the execution of this Agreement.
- (13) Failure to comply with the procedures set forth in this section shall warrant the Town Manager (or his/her designee), after consultation with the Police Chief, in terminating the employee's IOD status, subject to the employee's right of appeal pursuant to the grievance and arbitration provisions of this Agreement and the applicable provision of Massachusetts General Laws.

b) An employee shall be entitled to examination and treatment by a physician of his/her own choice. A doctor designated by the Town may examine the employee as to the employee's fitness to resume full police duty or light duty as described herein. The employee's doctor shall be afforded full opportunity to consult with the Town's doctor as to the employee's fitness to resume full police duty or light duty as described herein.

- i. If the employee's doctor and the Town's doctor disagree as to such "fitness", they shall thereupon jointly designate a physician agreeable to both, who at the Town's expense, shall examine the employee and render a written medical opinion as to the employee's fitness to

resume full police duty or light duty, as described herein, copies of which shall be transmitted by him to both the Town's doctor and the employee's doctor. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts, in cooperation with the parties hereto, upon which event such physician, at the Town's expense, shall so examine the employee and render his/her opinion as aforesaid.

- ii. Pending receipt of such opinion, the Town shall not require the officer to return to duty and shall continue to fully compensate him on paid injured leave for lost time due to any such absence. If the third physician shall determine that the employee is not fit to resume full police duty or light duty as described herein, the employee shall remain on fully paid injured leave status. If the third physician shall determine that the employee is fit to resume full police duty or light duty as described herein, the employee shall be so advised, and shall return to work, failing which he/she shall no longer receive injured leave pay as aforesaid.

- c) "Light duty" under this Article shall be limited to clerical work, typing, filing, maintenance of weapon and other personal police equipment, crime prevention programs and operation of computer terminals. Light duty shall not include any work wherein the subject officer must deal with or be exposed to the public in uniform. Employees on light duty shall be assigned to the day shift only, wear plain clothes, be allowed to attend Criminal Justice Training Council courses, and not be counted to meet staffing requirements. Employees may only be assigned to light duty if they are expected to return to full duty within a reasonable time. An Employee injured off the job shall be considered for light duty upon joint agreement between the Town and the employee, on the same basis as an employee injured in the line of duty.

- i. An employee on injured-on-duty leave status shall accrue paid sick leave and paid vacation leave only during the first nine (9) months of said leave status; if an employee remains on injured-on-duty status in excess of nine (9) months, sick leave and vacation leave benefits shall neither accrue or be paid.

21.4. There shall be a \$2,000.00 payment made to an employee (or his/her designated beneficiary or his/her estate in the case of death) who retires on superannuation from the Department pursuant to the provisions of Massachusetts General Laws Chapter 32 or who dies while employed by the Department.

An employee, who retires on superannuation shall receive a lump sum \$1,000.00 if said employee shall have used no paid sick leave or injured-on-duty 111F paid leave in the twelve months preceding his/her superannuation retirement; this lump sum figure shall use FY02 as the base year, and be subject to base wage colas for future fiscal years.

21.5. Employee Assistance Plan

- a. The Town and the Association recognize that the employees are the greatest asset to and key to the success of the Town. The Town and the Association also recognize there are a range of human problems which may affect employees' job performance, arising from family crises, emotional, financial and/or substance abuse difficulties, which may manifest themselves in deteriorated work performance. In such instances, the Employee Assistance Plan (EAP) may be utilized by employees

and the Town as a corrective measure.

- b. The Town shall provide an EAP for the life of this Agreement, access to which Plan shall be free of charge and on a confidential basis to all employees covered under this Agreement for up to three visits with the EAP Coordinator. The scope of functions of the Coordinator shall be to determine the nature of the problem and identify appropriate mechanisms for resolving it; identify suitable resources for problem resolution and facilitate access to these resources; and counsel supervisors in the early identification of employee problems and appropriate methodologies for dealing with troubled employees. For issues beyond the scope of the Coordinator and which must be referred to an outside agency, the employees (or their health insurance plan) shall be responsible for the costs of the service to which they have been referred.
- c. Any employee who has a personal problem which he/she believes could be resolved through the EAP may contact the EAP Coordinator directly for assessment and referral. Any information given to the Coordinator or the outside agency shall be held in the strictest of confidence by the EAP Coordinator or the outside agency. No information shall be given to the Employer.
- d. In the event the Chief or Executive Officer determines that an employee's performance might be improved through counseling with the EAP, he/she may recommend consultation with the EAP Coordinator. In such circumstances the EAP Coordinator shall not share any information, arising from the referral, with the Chief or Executive Officer. Referral to the EAP will not prevent the Town from taking disciplinary action in accordance with the provisions of this Agreement.
- e. In the event previous efforts to encourage an employee to improve his/her work performance have been unsuccessful, the Chief or Executive Officer may make a mandatory referral to the EAP. Such mandatory referrals are appropriate only if it appears that an employee either cannot or will not take the necessary steps to correct deteriorated work performance. All mandatory referrals require advance written approval by the Town Manager. A mandatory EAP referral should be considered a last resort prior to termination; however, such referral shall not be a bar to termination or other disciplinary action under appropriate circumstances in accordance with the provisions of this Agreement. In such circumstances, the EAP Coordinator shall share with the Chief or Executive Officer whether or not the employee has made and kept an initial appointment and followed through on referrals provided by the Program. The fact that a mandatory referral has been made (and that fact only) shall be noted in the employee's personnel file.
- f. This EAP is a strictly confidential service provided to Town employees. Documentation of visits is not maintained (other than the keeping of a mandatory referral appointment) as part of official personnel files. There is no risk of job loss as a result of an employee's participation in the EAP. Time spent with the EAP Coordinator is considered work time for pay purposes; any time spent with an outside referral agency shall be covered by accrued sick leave, personal or annual leave, or shall be unpaid.

21.6. The Town shall provide a voluntary inoculation program for Hepatitis-B for all employees, and shall utilize the services of the Town's group health insurance carrier for this program. In the event an employee does not participate in the Town's group health program and is unable to secure inoculation for Hepatitis-B under the same terms and conditions as under the Town's health insurance plans, then the Town will agree to pay for such inoculation (or for the difference in costs for such inoculation in the event there is a difference in deductibles between the town's plan and the other plan of which the employee is a member.

21.7. The Town shall maintain police vehicles in a safe operating condition.

Article Twenty-Two: Indemnification

22.1. The Town shall defend all civil actions brought against an employee, subject to the additional provisions of this Article. The Town shall indemnify employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee at the time of such intentional tort or such act or omission was acting within the scope of his/her official duties. No such employee shall be defended or indemnified if he/she acted in a grossly negligent, willful or malicious manner.

22.2. In the event that any employee is charged with committing a criminal offense in the course of his/her work performance and while on duty, the Town may, in its sole discretion, provide legal counsel to and defend such employee in the District and Superior Courts, at its expense. If the Town elects not to provide legal counsel to and defend such employee, and such employee is subsequently found not guilty of such accusations in a court or by an authorized clerk of such court, the Town will reimburse such employee for reasonable attorneys' fees and witness fees, if any, incurred by such employee in defending himself (herself) against such charges. Such payment will be made after review by the Town Counsel of the Town. Prevailing area legal rates shall apply.

22.3. The preceding sections will not apply to any legal actions where a complainant or an adverse party is a member of the Ipswich Police Department. In the event of such an action, the Town shall exercise sole and exclusive discretion concerning whether or not to defend and/ or indemnify such employee. This section shall not be subject to the grievance procedure of this Agreement. All employees retain all rights under Massachusetts General Laws, Chapter 268A, as amended.

Article Twenty-Three: Performance Evaluations

23.1. Performance evaluations of employees by the Chief of Police shall take place in January of each year. An employee not satisfied with his/her performance evaluation may grieve same, commencing at Step 2 of the grievance and arbitration process. Performance evaluations shall not be used for disciplinary purposes. The Performance Evaluation form is attached hereto as Appendix C.

Article Twenty-Four: Other Leaves

24.1. Unpaid Leave: Employees will be eligible for unpaid leave only after all of their paid leave available under the Agreement has been exhausted (e.g., vacation, sick, personal, etc.). All requests for unpaid leave shall be subject to approval by the department head.

24.2. Family Medical Leave & Small Necessities Leave: Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA"). The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. The SNLA is a state law that provides up to 24

hours per year of unpaid leave to attend to certain responsibilities regarding the education of the employee's child, or the placement of an older relative in a nursing home. Paid leave may be substituted for unpaid leave under certain circumstances. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to designate sick or other leave as Family or Medical leave in accordance with the Family and Medical Leave Act. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws.

Article Twenty-Five: Substance Abuse

25.1. The purpose of this program is to establish the fact that the Town of Ipswich and its Employees have the right to expect a drug free environment in the workplace, including the misuse/abuse of prescription medicine, non-prescription steroids and medical marijuana in the workplace. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency. However, where job misconduct forms the basis for reasonable suspicion testing under this Article, the Town reserves the right to discipline the employee for his/her misconduct.

25.2. Except in the case of applicants for employment in the bargaining unit, no drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of employees shall only be permitted when there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. Immediate testing shall be permitted based upon the reasonable suspicion standard herein provided.

25.3. The Town shall provide a suspected employee and the Union with a written report evidencing reasonable suspicion no later than twenty-four hours after the suspected employee is directed to submit to drug testing.

25.4. The Employee shall be provided with a test sample at the time drug testing is conducted. Drug testing to be performed is to be of the more expensive and accurate nature, so as not to subject the employee to the stress and embarrassment of a possible false positive result from the less expensive test.

25.5. The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the Employee and only members of management and union officials with a compelling need for this information.

25.6. The following information shall be provided an Employee directed to undergo a drug test:

- (a) A copy of the testing program procedures.
- (b) A description of the sample gathering protocol.
- (c) A list of tests to be used.
- (d) The name and location of the laboratories to be used.
- (e) The test results in writing with an explanation of what the results mean.

25.7. The directive to submit a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use. Reasonable suspicion must be based on articulable facts, rather than a mere hunch. The following are representative but not all-inclusive examples of circumstances causing reasonable suspicion.

- (a) An employee deemed by his/her supervisor to be experiencing significant performance deficiencies.
- (b) An employee experiencing excessive vehicle, equipment or personal accidents.
- (c) An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.

Objective facts that shall be used in evaluating an employee's condition include but are not limited to:

- | | |
|--------------------|--|
| (a) Balance | sure/unsure/questionable |
| (b) Walking | steady/unsteady/questionable |
| (c) Speech | clear/slurred/questionable |
| (d) Attitude | cooperative/uncooperative/questionable |
| (e) Eyes | clear/bloodshot/dilated/constricted/questionable |
| (f) Odor of Breath | none/strong/questionable |

25.8. Rehabilitation programs shall be mandatory for employees with confirmed positive results or for any Employee admitting drug and/or alcohol abuse. Employees who successfully complete a rehabilitation program approved by the Town shall be guaranteed no disciplinary action and a one-time only right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

25.9. It is the intention of this article that an Employee who is found to test positive on the drug and/or alcohol screening shall be treated within the Employer/Employee relationship. It is incumbent upon the Employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug and/or alcohol rehabilitation clinic, whether on an out-patient or in-patient basis. The Employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available. The Employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

25.10. The Employee agrees to submit a random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the Employee shall be immediately subject to disciplinary action which may be termination of employment.

25.11. The Town shall bear all costs of testing. The Town will assist the employee with rehabilitation programs available through any existing employee assistance program.

25.12. It is agreed that the Parties will make every effort to protect privacy and confidentiality.

Article Twenty-Six: Savings Clause

26.1. Should any provisions of this Agreement be found to be in violation of any federal or state law or Civil Service rule, not superseded pursuant to General Laws Chapter 150E, section 7, by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working conditions existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect. The terms of this contract shall take precedence over any conflicting rule or regulations or by-law of the Town.

Article Twenty-Seven: Total Agreement

27.1. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and they therefore further agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement except as specifically contained in this Agreement.

Article Twenty-Eight: Stability of Agreement

28.1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

28.2. The failure of the Town or the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or Association to future performance of any such term or provision and the obligations of the Association and the Town to such future performance shall continue in full force and effect.

Article Twenty-Nine: Operation & Duration

29.1. This Agreement shall take effect and remain in full force and effect from July 1, 2019, until midnight June 30, 2022, and shall then remain in force and effect until replaced by an operable successor Agreement.

29.2. In accordance with applicable laws the Town Manager and the Select Board shall submit an appropriation request to the Town Meeting necessary to fund the cost items contained in this Agreement. In the event that the Town Meeting of the Town fails or refuses to make any appropriation necessary to fund the cost items in this Agreement, such cost items shall be subject to further collective bargaining by the Town and the Association.

29.3. Should the Association desire to negotiate a new collective bargaining agreement to succeed this Agreement upon its expiration, it will notify the Town by written notice to the Town Manager on or after October 18, 2021. Upon receipt of such notice, the parties shall decide to commence negotiations.


Signature Page:

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 6th
DAY OF August of 2019.


TOWN OF IPSWICH


BY: 
Anthony Marino
Town Manager


BY: 
Sarah Johnson
Finance Director

BY: 
Chief Paul Nikas
Police Chief

IPSWICH POLICE ASSOCIATION
MASSACHUSETTS COALITION OF POLICE
LOCAL 310, I.U.P.A., AFL-CIO

BY: 
Jason Sinclair
Negotiating Committee
Local 310, I.U.P.A., AFL-CIO


Brian Murphy
Negotiating Committee
Local 310, I.U.P.A., AFL-CIO


Jason Monteiro
Negotiating Committee
Local 310, I.U.P.A., AFL-CIO

APPENDIX A: Salaries

Patrolman July 1, 2019 - December 31, 2019 (1.25%)

Step	Patrolman	Patrolman 10%	Patrolman 20%	Patrolman 25%
A (Yr 0-1)	\$ 56,454.63	\$ 62,054.52	\$ 67,654.39	\$ 70,454.33
B (Yr 1-2)	\$ 58,525.26	\$ 64,332.21	\$ 70,139.16	\$ 73,042.62
C (Yr 2-3)	\$ 60,565.96	\$ 66,576.99	\$ 72,587.99	\$ 75,593.49
D (Yr 3-5)	\$ 62,923.87	\$ 69,170.67	\$ 75,417.48	\$ 78,540.89
E (Yr 5-10)	\$ 63,402.76	\$ 69,697.45	\$ 75,992.15	\$ 79,139.50
F (Yr 10-15)	\$ 63,642.22	\$ 69,960.85	\$ 76,279.48	\$ 79,438.82
G (Yr 15-20)	\$ 64,121.10	\$ 70,487.63	\$ 76,854.17	\$ 80,037.44
H (Yr 20-30)	\$ 64,360.56	\$ 70,751.04	\$ 77,141.50	\$ 80,336.75
I (Yr 30 & up)	\$ 64,719.73	\$ 71,146.11	\$ 77,572.51	\$ 80,785.70

Patrolman January 1, 2020 - June 30, 2020 (1.25%)

Step	Patrolman	Patrolman 10%	Patrolman 20%	Patrolman 25%
A (Yr 0-1)	\$ 57,160.31	\$ 62,830.20	\$ 68,500.07	\$ 71,335.01
B (Yr 1-2)	\$ 59,256.83	\$ 65,136.37	\$ 71,015.89	\$ 73,955.65
C (Yr 2-3)	\$ 61,323.03	\$ 67,409.20	\$ 73,495.34	\$ 76,538.41
D (Yr 3-5)	\$ 63,710.42	\$ 70,035.30	\$ 76,360.20	\$ 79,522.65
E (Yr 5-10)	\$ 64,195.29	\$ 70,568.67	\$ 76,942.06	\$ 80,128.74
F (Yr 10-15)	\$ 64,437.74	\$ 70,835.36	\$ 77,232.98	\$ 80,431.80
G (Yr 15-20)	\$ 64,922.61	\$ 71,368.72	\$ 77,814.84	\$ 81,037.90
H (Yr 20-30)	\$ 65,165.07	\$ 71,635.43	\$ 78,105.77	\$ 81,340.96
I (Yr 30 & up)	\$ 65,528.73	\$ 72,035.43	\$ 78,542.16	\$ 81,795.53

Patrolman July 1, 2020 - June 30, 2021 (2%)

Step	Patrolman	Patrolman 10%	Patrolman 20%	Patrolman 25%
A (Yr 0-1)	\$ 58,303.52	\$ 64,086.80	\$ 69,870.07	\$ 72,761.71
B (Yr 1-2)	\$ 60,441.97	\$ 66,439.09	\$ 72,436.21	\$ 75,434.77
C (Yr 2-3)	\$ 62,549.49	\$ 68,757.38	\$ 74,965.24	\$ 78,069.18
D (Yr 3-5)	\$ 64,984.62	\$ 71,436.01	\$ 77,887.40	\$ 81,113.10
E (Yr 5-10)	\$ 65,479.20	\$ 71,980.04	\$ 78,480.90	\$ 81,731.32
F (Yr 10-15)	\$ 65,726.50	\$ 72,252.07	\$ 78,777.64	\$ 82,040.44
G (Yr 15-20)	\$ 66,221.06	\$ 72,796.10	\$ 79,371.14	\$ 82,658.66
H (Yr 20-30)	\$ 66,468.37	\$ 73,068.14	\$ 79,667.89	\$ 82,967.78
I (Yr 30 & up)	\$ 66,839.30	\$ 73,476.14	\$ 80,113.00	\$ 83,431.44

Patrolman July 1, 2021 - June 30, 2022 (2%)

Step	Patrolman	Patrolman 10%	Patrolman 20%	Patrolman 25%
A (Yr 0-1)	\$ 59,469.59	\$ 65,368.54	\$ 71,267.47	\$ 74,216.94
B (Yr 1-2)	\$ 61,650.81	\$ 67,767.88	\$ 73,884.94	\$ 76,943.46
C (Yr 2-3)	\$ 63,800.48	\$ 70,132.53	\$ 76,464.55	\$ 79,630.56
D (Yr 3-5)	\$ 66,284.32	\$ 72,864.73	\$ 79,445.15	\$ 82,735.37
E (Yr 5-10)	\$ 66,788.78	\$ 73,419.64	\$ 80,050.52	\$ 83,365.95
F (Yr 10-15)	\$ 67,041.03	\$ 73,697.11	\$ 80,353.19	\$ 83,681.25
G (Yr 15-20)	\$ 67,545.49	\$ 74,252.02	\$ 80,958.56	\$ 84,311.84
H (Yr 20-30)	\$ 67,797.74	\$ 74,529.50	\$ 81,261.25	\$ 84,627.14

I (Yr 30 & up)	\$ 68,176.09	\$ 74,945.66	\$ 81,715.26	\$ 85,100.06
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Sergeant July 1, 2019 - December 31, 2019 (1.25%)

Step	Sergeant	Sergeant 10%	Sergeant 20%	Sergeant 25%
A				
B				
C				
D	Step E Sergeant is equivalent to 17% over Patrolman Step G, steps F-I same pattern			
E (Yr 0-1 Sgt)	\$ 75,021.69	\$ 82,470.52	\$ 89,919.38	\$ 93,643.80
F (Yr 1-5 Sgt)	\$ 75,301.86	\$ 82,778.72	\$ 90,255.56	\$ 93,994.00
G (Yr 5-10 Sgt)	\$ 75,722.08	\$ 83,240.95	\$ 90,759.83	\$ 94,519.27
H (Yr 10-15 Sgt)	\$ 76,006.04	\$ 83,553.10	\$ 91,100.18	\$ 94,873.72
I (Yr 15 & up Sgt)	\$ 76,430.15	\$ 84,019.33	\$ 91,608.52	\$ 95,403.12

Sergeant January 1, 2020 - June 30, 2020 (1.25%)

Step	Sergeant	Sergeant 10%	Sergeant 20%	Sergeant 25%
A				
B				
C				
D	Step E Sergeant is equivalent to 17% over Patrolman Step G, steps F-I same pattern			
E (Yr 0-1 Sgt)	\$ 75,959.46	\$ 83,501.41	\$ 91,043.37	\$ 94,814.35
F (Yr 1-5 Sgt)	\$ 76,243.13	\$ 83,813.45	\$ 91,383.75	\$ 95,168.92
G (Yr 5-10 Sgt)	\$ 76,668.61	\$ 84,281.46	\$ 91,894.33	\$ 95,700.77
H (Yr 10-15 Sgt)	\$ 76,956.12	\$ 84,597.51	\$ 92,238.93	\$ 96,059.64
I (Yr 15 & up Sgt)	\$ 77,385.53	\$ 85,069.57	\$ 92,753.63	\$ 96,595.66

Sergeant July 1, 2020 - June 30, 2021 (2%)

Step	Sergeant	Sergeant 10%	Sergeant 20%	Sergeant 25%
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A				
B				
C				
D	Step E Sergeant is equivalent to 17% over Patrolman Step G, steps F-I same pattern			
E (Yr 0-1 Sgt)	\$ 77,478.65	\$ 85,171.43	\$ 92,864.23	\$ 96,710.64
F (Yr 1-5 Sgt)	\$ 77,768.00	\$ 85,489.72	\$ 93,211.43	\$ 97,072.30
G (Yr 5-10 Sgt)	\$ 78,201.98	\$ 85,967.09	\$ 93,732.22	\$ 97,614.78
H (Yr 10-15 Sgt)	\$ 78,495.24	\$ 86,289.46	\$ 94,083.71	\$ 97,980.84
I (Yr 15 & up Sgt)	\$ 78,933.24	\$ 86,770.96	\$ 94,608.70	\$ 98,527.57

Sergeant July 1, 2021 - June 30, 2022 (2%)

Step	Sergeant	Sergeant 10%	Sergeant 20%	Sergeant 25%
A				
B				
C				
D	Step E Sergeant is equivalent to 18% over Patrolman Step G, steps F-I same pattern			
E (Yr 0-1 Sgt)	\$ 79,703.67	\$ 87,617.38	\$ 95,531.11	\$ 99,487.97
F (Yr 1-5 Sgt)	\$ 80,001.33	\$ 87,944.81	\$ 95,888.27	\$ 99,860.02
G (Yr 5-10 Sgt)	\$ 80,447.78	\$ 88,435.88	\$ 96,424.01	\$ 100,418.08
H (Yr 10-15 Sgt)	\$ 80,749.46	\$ 88,767.52	\$ 96,785.60	\$ 100,794.64
I (Yr 15 & up Sgt)	\$ 81,200.04	\$ 89,262.84	\$ 97,325.67	\$ 101,357.08

INDEX

Title	Page No.
Agreement,	3
Appointment And Promotion,	10
Bereavement Leave,	12
Clothing And Equipment Allowance,	13
Employee Assistance Plan,	20
Employee Files,	16
Family Medical Leave & Small Necessities Leave,	22
Grievance & Arbitration Procedure,	5
Health & Safety,	16
Holidays,	8
Indemnification,	21
Injury Leave,	17
Interruption Of Work,	6
Light duty,	19
Management's Rights,	5
Medical Leave,	11
Non-Discrimination,	4
Operation & Duration,	24
Paid Details & Acting Officers,	12
Performance Evaluations,	21
Personal Leave,	10
Physical Fitness Incentive,	15
Recognition,	4
Salaries,	27
Salary Schedule,	14
Savings Clause,	24
Seniority,	10
Signature Page,	26
Special Qualification Allowance,	15
Stability of Agreement,	24
Substance Abuse,	22
Swap Tours of Duty,	7
Union Dues & Initiation Fees,	4
Union Officials & Business,	16
Unpaid Leave,	22
Vacations,	9
Work Schedule,	7